

**Cuyahoga County Urban Mold & Moisture Program**  
**Draft 12/1/00**

**PART A: STANDARDS & GUIDELINES**

1. **REGULATIONS** - The execution of this work shall comply with all applicable state, federal and local laws, rules, regulations and guidelines. Some of these standards include: 29 CFR 1926 - Construction Industry Standards, 29 CFR 1926.62 Construction Industry Lead Standards, 29 CFR 1910.1200-Hazard Communication, 29 CFR 1910.134, 40 CFR Part 261-EPA regulations, NCLSH-HUD Lead Paint guidelines and evaluation protocols (most recent draft ).
2. **FINES** - The contractor shall incur the cost of all fines and work requirements resulting from regulatory non-compliance as issued by federal, state and local agencies.
3. **CONTRACTOR CERTIFICATIONS** - all contractors and workers performing **mold remediation** work must be certified and licensed as **Lead Abatement Contractor** and **Worker** respectively, by the State of Ohio. All contractors must also be registered and licensed as General Contractors in the City where the job is located.
4. **WORKER PROTECTION** - all persons performing **mold remediation** activities must comply with all applicable federal, state and local laws and regulations related to safety in the workplace including respiratory protection program, personal protective clothing, medical surveillance, mandatory training and all other requirements of OSHA lead construction standard 29 CFR 1926.62, 29 CFR.1910.1200, 29 CFR 1910.134. Emergency eye wash and first-aid kits must be placed at each job site.
5. **WARNING SIGNS** - compliance notice to workers reading “ **WARNING - RESTRICTED WORK AREA - NO SMOKING OR EATING** ” must be posted at all entry and exit doorways.
6. **WASTE DISPOSAL** - all **non-hazardous** waste must be wrapped in 6-mil polyethylene and disposed of in accordance with state regulations. All **hazardous** waste must be disposed in compliance with state regulations. Contractor must provide a completed manifest for hazardous waste verifying final waste disposition. The contractor and the owner are jointly responsible for ensuring that any waste classified as hazardous is transported, manifested and delivered by licensed transporter to licensed storage and disposal facilities. The contractor must manage, store and transport all waste in approved containers only.
7. **FINAL CLEARANCE** - The contractor is responsible for final clean-up after completion of all work, including any work done by other sub-trades. All re-cleaning, if necessary, will be performed by the contractor at their own expense. All surfaces must be cleaned using Lead cleaning procedures. Surfaces containing mold must be wet cleaned prior to HEPA - vacuuming.

**8. PRICING - All pricing must include all expenses of labor, material, supplies, equipment and waste disposal. All specifications assume proper containment and HEPA-vac procedures.**

**9. WORKMANSHIP - All work must be completed in a professional manner according to standard practices and applicable local codes. All materials must be installed in accordance with manufacturer's instructions. All labor and materials must be warranted by the general contractor for one year from day of completion with the exception of normal wear and tear, misuse, abuse or negligence.**

**10. STATE NOTIFICATION & OSHA WORK PLAN - not required for mold remediation work.**

**11. INSURANCE - The Contractor performing mold remediation work must maintain a general commercial liability policy naming Cleveland Housing Network, Inc., & the Cuyahoga County Board of Commissioners as additional insured with minimum coverage of \$1,000,000.00 for each of the following categories: General Aggregate, Products - completed operations, Personal injuries and Each occurrence.**

**12. WAIVER OF LIEN - Contractor represents that all employees, representatives, sub-contractors, material suppliers or any other person engaged by contractor will be paid in full for work done or materials furnished on or prior to submitting an invoice. Contractor must sign a waiver of lien on or prior to receiving payment.**

**13. FIELD CONDITIONS - contractors shall confirm all measurements, quantities and assess existing site conditions prior to commencing any work. All discrepancies must be notified and submitted for verification prior to commencing any work. Any additions to the scope of work, quantities or measurements must be pre-approved prior to commencing work and in writing only.**

**14. CHANGE-ORDERS - All change orders for additional work must be pre-approved and in writing only. Items deleted or not done will be deleted from invoice.**

**15. GENERAL REQUIREMENTS - includes all expenses of all consolidation, daily cleaning of work area, equipment cleaning and maintenance, daily security, worker protection requirements, daily posting of approved warning signs, barriers to work site and all administrative paperwork required by City, State and Federal laws, rules and regulations.**

**16. PERMITS - contractor must obtain all applicable permits. All expense for the permits must be included in the total cost of the job.**

17. PAINT SELECTION - all paints used must be from the top quarter of a manufacturer's residential line or as specified. Primers and top coats must be from the same manufacturer. All primers and top coats must be water based latex. Top coat sheen to be as specified.

18. PRODUCT STANDARDS:

- **Paint** - Sherwin Williams, Benjamin Moore, Glidden or equivalent, subject to approval; use low VOC paints where possible.
- **Encapsulants** - only State of Ohio approved products can be used.
- **Caulking** - mildew resistant siliconized acrylic.
- **Basement Wall paint** - UGL drylock latex
- **Bathroom wall / ceiling paint** - PermaWhite paints, Zinser Co.
- **Bathroom exhaust fan** - 1.0 sones or less, 70 cfm, Panasonic, NuTone, Broan or equivalent subject to approval.
- **Kitchen exhaust fan** - 1.0 sones or less, 70-80 cfm, NuTone, Broan or equivalent subject to approval.
- **Direct Vent Kitchen hood** - 1.0 sones or less, 70-80 cfm, variable speed with light; Broan, NuTone or equivalent, subject to approval.
- **Faucets** - Moen, Delta, American Standard, Central or equivalent, subject to approval.
- **Window Air conditioners** - 5000 Btu/hr, 10 EER, Kenmore or equivalent subject to approval.
- **Window Air Conditioners** - 8000 Btu/hr, 10 EER, Panasonic, Carrier or equivalent subject to approval.
- **Bleach** - Clorox or equivalent ( 5.25 % Sodium Hypochlorite)

19. PAYMENTS - No partial payments will be made. All work must be completed as specified before requesting payment in full. All invoices must itemize all work completed. Items deleted from specifications must be deleted from invoice. Payments shall be made within 30 days after completion of all work and receipt of a proper and valid invoice from the contractor.

20. MOLD REMEDIATION LEVELS:

- Level I:        10 sq. ft. or less.**
- Level II:       10 sq. ft. to 30 sq. ft.**
- Level III:      30 sq. ft. to 100 sq. ft.**
- Level IV:      100 sq. ft. or more.**

21. RESIDENT PROTECTION - Do not conduct mold remediation work if residents are in the work area or adjacent rooms.